

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
Phone:(304)269-8200
FAX: (304)269-2416
Email:lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org



COMMISSIONERS:
Bobby Stewart, President
Agnes Queen, Commissioner
Rod Wyman, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, April 23, 2024**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM** **Call Meeting to Order** (*action required*)
- 2. 10:00 AM** **John Breen, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review two business days prior to the meeting date. (*action required*)

APPOINTMENTS

No Appointments Scheduled

CORRESPONDENCE

- 3. Upshur County Commission Meeting Agenda:** The April 18, 2024 Upshur County Commission meeting was canceled. The next meeting is scheduled for April 25, 2024. (*information only*)
- 4. Jane Lew Public Service Commission:** The April 11, 2024 meeting minutes are presented for review. (*information only*)
- 5. Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Election School, Lewis-Upshur Emergency Planning Committee, Democratic Meet the Candidate Night, Express Vote Testing, National Association of Counties Caucus, Weston Fire Department Elimination Dinner, Lewis County Park Board, etc.

BUSINESS

- 6. Casto Technical Services:** Two quotes from Casto Technical Services are presented for review and approval. The cost of replacement of one Variable Refrigerant Flow (VFR) outdoor unit at the Courthouse Annex is \$106,837.00 and the cost to replace all four units is \$393,000.00. (*action required*)
- 7. Office Equipment Purchase:** County Administrator, Tina Helmick, submits a request to purchase a paper shredder for the Courthouse campus in the amount of \$5,160.75. (*action required*)

8. **Lewis County Economic Development Authority Audit Invoice.** Ray Smith, Director of the Lewis County Development Authority submits a request for the WV State Auditor in the amount of \$6,650.00 for the Fiscal Year 2022 Audit and \$6,730.00 for the fiscal year 2023 Audit. *(action required)*
9. **Requisition for Wes Banco for Construction costs for the New E-911 Center:** The Commission will consider the approval of a requisition in the amount of \$428,467.69. *(action required)*
10. **Requisition for Wes Banco for Construction costs for the New E-911 Center:** The Commission will consider the approval of a requisition in the amount of \$452,565.20. *(action required)*
11. **Brownfields Grant Right of Entry Agreement:** The Right of Entry Agreement for the property located at 204 Main Avenue, Weston, West Virginia is presented for approval. *(action required)*
12. **Safe Sites and Structures Committee:** The Owner of the property located at 489 Homewood Road submits a petition for additional time for clean-up. *(action required)*
13. **Time Sheets, Leave Requests:** Dave Reed Annual Leave, Sherry Rogers Sick Leave, Barbara Winans Annual Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

14. **Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
15. **Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
16. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
17. **Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

ADJOURNMENT:

18. **With no further action being required by the Lewis County Commission the meeting will be adjourned.** *(action required)*

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.

- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

Additional Notices

11:00 am

Brownfields Grant Meeting

Grant Updates

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting April 11, 2024

Present: Nancy Gee (Chairman); Oscar Mills (Secretary); Brad Foster, (Board Member); Stephanie Snow-McKisic, General Manager

Guests:

Absent:

- I. Call to Order The meeting was called to order at 4:10 pm by Chairman Gee.

~ ROUTINE MONTHLY BUSINESS ~

- II. Minutes: (3/14/2024)

MOTION: (Foster/Mills) to approve the attached Minutes of the 3/14/24 regular meeting. **[Carried Unanimously]**

- III. General Manager's March Reports (Snow-McKisic)

A. **WATER:**

1. Bills (Attached)

MOTION: (Gee/Foster) to ratify payment of the attached list of water invoices for March 2024. **[Carried Unanimously]**

2. Treasury Report (Attached)

MOTION: (Mills/Gee) to approve the attached Water Treasury Report for March 2024. **[Carried Unanimously]**

3. Water Adjustments Report (Attached)

MOTION: (Foster/Mills) to approve the attached Water Adjustments Report for March 2024. **[Carried Unanimously]**

4. Water Purchase, Sales & Loss Report (Attached)

MOTION: (Gee/Foster) to approve the attached Water Purchase, Sales & Loss Report for March 2024. **[Carried Unanimously]**

5. Water Preventive Maintenance Report -

- a) Lines – **Looked over the entire system while reading meters.**
- b) Loss Prevention/leak detection – **water loss 6%**
- c) Fire + Flushing Hydrants [57 + 25] **Map and record changes as they occur.**
- d) Valves [148] – **Exercised 1 full cycle. To be completed by October 2024**
- e) Meters [706] – **New meter set at Steve Mathis' on 3/12/24**
- f) Booster Stations [3] – **checked heaters- cut grass and trim during growing season**
- g) Tanks [2] – **Big Tank- Big tank power was reset and parts changed.**
- h) Office Furnace + A/C – **nothing needed**
- i) Vehicles [½ 2019 Truck, ½ crane truck, + ½ Buggy] – **Truck washed and oil changed.**
- j) Generators [1 big port + 2 small] –. **Exercised monthly while reading meters. Oil and fluids checked before each use.**

- k) Expensive Equipment [Mower] – **nothing**
 - l) Critical Inventory – **good**
 - m) Other – **nothing**
6. Water System Water Leak Detection and Repair Report -3/19/24-Substantial leak detected at the Spurgeon home. A pipe broke in the wall and ran for weeks, causing damage inside the home.
 7. Cross-Connections/Backflow Report – **ongoing**
 8. New Non-Project Water Taps/Road bores. **nothing**
 9. Other – **nothing**

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Gee/Mills) to ratify payment of list of Sewer invoices for March 2024. **[Carried Unanimously]**

2. Wastewater Treasury Report (Attached)

MOTION: (Mills/Foster) to approve the Sewer Treasury Report for March 2024. **[Carried Unanimously]**

3. Wastewater Adjustments Report (Attached)

MOTION: (Gee/Foster) to approve the Sewer Adjustments Report for March 2024. **[Carried Unanimously]**

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

MOTION: (Foster/Mills) to approve Sewer Treatment Purchase, Sales & Loss Report for March 2024. **[Carried Unanimously]**

5. Wastewater Preventive Maintenance Report

- a) Lines– **3/27/24 Flushed lines at MRV.**
- b) I&I Prevention – **Rainfall 4.5**
- c) Manholes [643] – **Number, map and record changes as they occur**
- d) Duplex + ABS Grinder Pumps [5 + 2] – **Amped &Enzymed every Friday 3/1, 3/8, 3/15, 3/22 3/28. Taylor E-1 pump pulled and replaced.**
- e) Lift Stations [10] – **Amped &Enzymed every Friday 3/1, 3/8, 3/15, 3/22 3/28.**
Replaced the starter at Station 1 pump 2 on 3/12/24. St 1 pump 2-Installed a new pump. St 10 power checked by the power company and meter replaced.
- f) Bar Screen [1] – **cleaned every week**
- g) Vehicles – [$\frac{1}{2}$ '19 Ford Truck, $\frac{1}{2}$ crane truck & $\frac{1}{2}$ Buggy] – **Washed truck and buggy**
- h) Generators [3stat. + 2 port.] **Stationary generators were exercised weekly, on Monday's $\frac{3}{4}$, 3/11, 3/18, 3/25. Check onboard computer weekly. Exercise the portables monthly and quarterly. Check fluids.**
- i) Classroom Furnace & A/C **Change filter-semi-annually. Professional inspection spring and fall. Expensive**
Equipment [mower] – **nothing**
- j) Critical Inventory **nothing**
- k) Other- **nothing**

6. Wastewater Repairs Report - **nothing**
7. New Non-Project Sewer Taps/Road Bores – **nothing**
8. Other – **nothing**

- IV. PSD policies and Job Descriptions (Snow-McKisic): **Cybersecurity policy, ERP, official employee badges and shirts with logos for everyone identifying us as employees of JLPSD, business cards to handout, welcome letter to handout on new installs, etc...**
- I. Personnel Matters (Snow-McKisic)- **Stephanie attended OIT training in Fairmont last week and will work towards 1,000 water hours to obtain the certification.**
*****It is open enrollment right now for insurance. All plans are increasing prices by at least 14%.**
- II.
- V. Announcements: (Snow-McKisic) –
- III. **In case you get questions or complaints about customers not receiving their bills: A few weeks ago, all employees except 1, left the Jane Lew Post Office. We are receiving numerous complaints from customers who are not receiving their monthly bills. We are not receiving our mail promptly and payments are becoming lost in the mail and never located. The Charleston distribution Center is closing all WV mail will be routed through Pittsburgh when this happens. This may be an ongoing issue.**
- VI. Correspondence: (Snow-McKisic) –
 - *PSC-in the mail-3/27/24 (which I received on 4-10-24) Mon Power’s response from the complaint filed with the PSC, while trying to resolve the ongoing issue with the incorrect bill from Oct 2023.
 - *WV Dept of Health-email-EPA new guidelines and regulations on reducing the PFA’S in drinking water.

~~ OLD BUSINESS ~~

- IV. UPDATE ON THE LCEDA SEWER EXPANSION (Gee or Snow-McKisic) **Nothing new to report.**
- V. UPDATE ON THE MON POWER/FIRST ENERGY INCORRECT BILL FROM OCTOBER 2023- Ongoing- Mon Power-incorrect bill from October for Lift Station 10/Westfield. Complaint filed with the PSC. Two men were sent out and they tested the meter. The meter was pulled and sent back to the shop to be tested and a new meter was set. The two employees agreed that even though they found nothing wrong with the meter, the load was extremely high and was probably wrong. I received a letter from the PSC with the response from Mon Power. I spoke to the PSC today and told the representative I was requesting a recordable volt meter to be placed out there for 2 weeks. She advised me to file a formal complaint against Mon Power for that to happen.

VI.

Follow up: Snow-McKisic will follow up and file a formal complaint with the PSC to try and resolve the issue with Mon Power.

~~ NEW BUSINESS ~~

- VII. Late Received Agenda Items (Snow-McKisic) - none
- VIII. Adjournment: The meeting was adjourned by Chairman (Gee) at 5:10 p.m.

Nancy Gee, Chairman

Oscar Mills, Secretary

Attachments:

- March '24 Bills Paid (Water/Wastewater)
- March '24 Treasury Reports (Water/Wastewater)
- March '24 Adjustments Reports (Water/Wastewater)
- March '24 Water/Wastewater Treatment Purchase, Sales & Loss Reports

E-Copies of Unapproved Minutes Sent to:

- James V. Kelsh, PSD Attorney (Bowles Rice)
- Commission/Sherry Rogers
- Ray Smith
- Board Members



QUOTE

Client: Lewis County Courthouse
Contact: Rick Stout
Date: 4/11/2024
Quote #: 200092
Location: Weston, WV

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301
Fax 304-346-8920

Sam Cleavenger
scleavenger@castotech.com
304-695-8068

WEST VIRGINIA CONTRACTOR LICENSE #WV001241

PROJECT: Replace (1) 10 ton VRF Outdoor Unit

SCOPE OF WORK:

- Replace (1) 20ton VRF Outdoor Unit.
- Make all necessary piping connections to new unit.
- Make all necessary electrical connections to new unit.
- Pressure test lines with Nitrogen to insure there are no leaks.
- Pull vacuum to under 500 microns.
- Start system and run through cycle to insure proper operations.
- Provide delivery of unit to jobsite.
- Provide crane to set new unit.
- Properly remove and dispose of old unit.

Note: If customer want to change out additional systems multiply accordingly.

PRICE & TERMS: \$106,837.00

The stated price listed above is for the above scope of work (including all state and local taxes). Additional services, repairs, or improvements that are not presented in the above description are excluded from this price.

NOTE:

Current Equipment Lead Time: 4 to 6 weeks
Lead times described are estimates provided by the factory on date of quote. Subject to Change

EXCLUSIONS:

- 1. All asbestos testing and removal will be owners responsibility
- 2. Temporary Heating / Cooling
- 3. The price of a performance/payment bond
- 4. The cost of permits and inspections by outside authorities
- 5. Roofing

CLARIFICATIONS:

- 1. Our terms are net 15 days.
- 2. Price will be held firm for 15 days.
- 3. Work will be performed during normal working hours
- 4. Normal working hours are M-F 8:00 am to 4:30 pm.
- 5. 1-Year Parts and Labor Warranty is Included
- 6. Project may be progress billed if deemed necessary
 check if a set payment schedule is needed

APPROVED:

Lewis County Courthouse

Authorized Representative

Title

Acceptance Date

APPROVED:

CASTO TECHNICAL SERVICES

Sam Cleavenger
Authorized Representative

PM / Estimator
Title

Proposal Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Casto Technical Services, Inc. and “Customer” shall mean _____.

1. Acceptance; Agreement

a. These terms and conditions (these “Terms”) are an integral part of Company’s offer as set forth in the attached _____, dated as of the ___ day of _____, _____ the (“Proposal”) presented to the Customer. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the “Agreement”) of the Company and Customer for the services described in the Proposal (the “Work”).

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer’s adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer’s proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer’s acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer’s credit profile be determined to be unacceptable to Company in Company’s exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer’s tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys’ fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer’s act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer’s act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company’s overtime, special or emergency rates for all work performed outside of Company’s normal business hours.

3. Payment

a. Customer shall pay Company’s invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plats, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with



QUOTE

Client: Lewis County Courthouse
Contact: Rick Stout
Date: 4/11/2024
Quote #: 201352
Location: Weston, WV

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301
Fax 304-346-8920

Sam Cleavenger
scleavenger@castotech.com
304-695-8068

WEST VIRGINIA CONTRACTOR LICENSE #WV001241

PROJECT: Replace (4) 20 ton VRF Outdoor Unit

SCOPE OF WORK:

- Replace (4) 20ton VRF Outdoor Unit.
- Make all necessary piping connections to new unit.
- Make all necessary electrical connections to new unit.
- Pressure test lines with Nitrogen to insure there are no leaks.
- Pull vacuum to under 500 microns.
- Start system and run through cycle to insure proper operations.
- Provide delivery of unit to jobsite.
- Provide crane to set new unit.
- Properly remove and dispose of old unit.
- This is to do one system at a time so building will not go without all systems down at same time.

PRICE & TERMS: \$393,000.00

The stated price listed above is for the above scope of work (including all state and local taxes). Additional services, repairs, or improvements that are not presented in the above description are excluded from this price.

NOTE:

Current Equipment Lead Time: 4 to 6 weeks
Lead times described are estimates provided by the factory on date of quote. Subject to Change

EXCLUSIONS:

1. All asbestos testing and removal will be owners responsibility
2. Temporary Heating / Cooling
3. The price of a performance/payment bond
4. The cost of permits and inspections by outside authorities
5. Roofing

CLARIFICATIONS:

1. Our terms are net 15 days.
2. Price will be held firm for 15 days.
3. Work will be performed during normal working hours
4. Normal working hours are M-F 8:00 am to 4:30 pm.
5. 1-Year Parts and Labor Warranty is Included
6. Project may be progress billed if deemed necessary
 check if a set payment schedule is needed

APPROVED:

Lewis County Courthouse

Authorized Representative

Title

Acceptance Date

APPROVED:

CASTO TECHNICAL SERVICES

Sam Cleavenger
Authorized Representative

PM / Estimator
Title

Proposal Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Casto Technical Services, Inc. and “Customer” shall mean _____.

1. Acceptance; Agreement

a. These terms and conditions (these “Terms”) are an integral part of Company’s offer as set forth in the attached _____, dated as of the ___ day of _____, _____ the (“Proposal”) presented to the Customer. Should Customer accept the Proposal or place an order, these Terms shall, together with the Proposal, form the agreement (the “Agreement”) of the Company and Customer for the services described in the Proposal (the “Work”).

b. The Proposal shall remain valid only for 30 days from the date thereof. If Customer’s adds to, deletes from, or alters in any manner, these Terms or the Proposal, Customer’s proposed modifications are automatically rejected by the Company and shall not become a part of the Agreement. Customer’s acceptance of the Work by Company will, in any event, constitute an acceptance by Customer of these Terms and the Proposal as originally delivered to Customer as the terms of the Agreement without modification.

c. The Proposal is subject to credit approval by Company of Customer. Company may delay or suspend performance or, at its option, renegotiate prices and/or the Terms or the Proposal should Customer’s credit profile be determined to be unacceptable to Company in Company’s exclusive discretion. If Company and Customer are unable to agree on revisions following an unfavorable credit finding, the Proposal shall be cancelled by Company without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing; Taxes

a. Unless otherwise specifically noted, the price in the Proposal includes, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for Work provided by Company. Customer agrees to pay all applicable taxes, and should Company inadvertently fail to charge applicable taxes to Customer, Customer shall pay the same when invoiced by Company.

b. If Customer claims that it is exempt from certain tax requirements, Customer shall, within three (3) business days of the date of this Proposal, furnish appropriate certificates evidencing Customer’s tax exempt status. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties, or other charges or expenses of any kind or character (including reasonable attorneys’ fees and costs) related to any tax liabilities imposed upon Company for which Customer had asserted to Company that it was exempt.

c. Company shall charge Customer, and Customer agrees to pay Company for any additional costs related to any bonds agreed to be provided, whether or not such costs are included on the Proposal.

d. Any delay in the Work as a result of Customer’s act(s) or failure(s) to act, may cause prices to increase during the period of delay and Company may charge Customer with its out of pocket costs associated with the delay. Additionally, Customer shall indemnify Company from and against any costs to Company or losses suffered by Company as a result of delays caused by Customer’s act(s) or failure(s) to act.

e. Unless a separate and distinct price or arrangement is quoted in the Proposal, Customer shall pay Company’s overtime, special or emergency rates for all work performed outside of Company’s normal business hours.

3. Payment

a. Customer shall pay Company’s invoices on a net 30 days basis from the date of the invoice. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

b. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released in full no later than the date of substantial completion.

c. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of the payment of all sums to Company.

4. Customer Breach

a. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination or suspension, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead):

(1) Any failure by Customer to pay amounts when due;

(2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer;

(3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or

(4) Any failure by Customer to perform or comply with any provision of this Agreement.

b. No delay or failure by Company to exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement, shall constitute a waiver of such or any other right, unless otherwise expressly provided herein.

c. Nothing in this Agreement is intended to, and the parties agree that this Agreement does not, waive, limit, supplant or replace any other remedies that may be available to Company at law or in equity, including but not limited to the use of statutory liens.

5. Performance

a. Company shall perform the Work in accordance with industry standards generally applicable under similar circumstances as of the time Company performs the Work.

b. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons including but not limited to Company's employees or contractors. Unless otherwise agreed to by Customer and Company, Customer will provide any necessary access platforms, catwalks and all other environmental requirements on site, at Customer's expense and before the Work begins, in order to permit Company to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Exclusions Company's obligation is limited to the Work, as defined, and does not include any modifications to the Work or the worksite under any law or building code(s), including but not limited to the Americans With Disabilities Act. In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (1) Any guarantee of room conditions or system performance; (2) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services; (3) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure, as hereinafter defined; (4) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises prior to the commencement of Services ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi; or (5) Replacement of refrigerant.

7. Time for Completion Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer represents and warrants that Customer has all requisite right to authorize access to the Work site by the Company and its agents, employees, officers and contractors. Access to the Work site shall include, but not necessarily be limited to, physical access to all areas of the Work site relevant to the Work to be performed, ingress and egress rights over and through areas necessary for access to the Work site and the corresponding rights to transport personnel, equipment, merchandise, tools and other necessary persons and materials to and from the Work site. Customer hereby agrees to indemnify and defend Company, its agents, employees, subcontractors, contractors officers and directors from and against any claims, losses or liabilities arising from Company's access to the Work site.

9. Completion

a. For any task performed as a part of the Work, when Company informs Customer that the task has been completed, Company may (but shall not be obligated to) request, and in the event of such a request Customer agrees to comply, that Customer inspect the Work in the presence of Company's representative. Upon such an inspection Customer shall either (a) accept the Work related to the task in its entirety by executing Company's paperwork to that end, or (b) accept the Work related to the task in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed.

b. In the event of a request under Sub-Section (a), the initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work associated with a task has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work related to that task as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees; Easements and Approvals

a. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer agrees that it shall be responsible for the costs of such permits, fees, licenses, and inspections and if those costs are not separately included in the Proposal, Company will invoice Customer for such costs over and above the costs and fees set forth in the Proposal and Customer agrees to pay all such invoices on the same terms and conditions as any other payment that is a part of this Agreement.

b. Customer is responsible for obtaining any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work.

11. Utilities During Construction Customer shall provide, without charge to Company, all water, heat, electricity, and other utilities required for performance of the Work (which shall include garbage or refuse disposal and haul away costs and fees unless specifically agreed in the Proposal). Customer shall be responsible for any delays in the performance of the Work by Company occurring as a result of a lack of availability of required utilities. Company may invoice Customer, and Customer agrees to pay such invoices, for costs incurred by Company as a result of such delays. Continuing failure by Customer to provide necessary utilities services may result in the termination of this Agreement by Company.

12. Concealed or Unknown Conditions

a. In the performance of the Work, if Company encounters conditions at the Work site that are (i) concealed physical conditions that differ materially from those indicated on drawings, plats, plans, schematics, or other depictions or descriptions of the conditions on site that impact the Work that have been discussed by the parties or have been incorporated into the Proposal or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same.

b. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the date that Company began Work on the site ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. If such pre-existing conditions differ materially from the understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with

ideal

ideal 3105 Cross-Cut Commercial Office Paper Shredder with Automatic Oiler, Made in Germany, Continuous Operation, 24 to 26 Sheet Feed Capacity, 37-Gallon Bin, Versatile, P-5 Security

\$5,160.75

Price when purchased online ⓘ

Add to cart

How do you want your item?

 Shipping
Arrives Apr 19
Free

 Pickup
Not available

 Delivery
Not available

Delivery to **Weston, 26452**

Sold and shipped by **ideal**.

★★★★★ 1 seller review
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Free 30-day returns [Details](#)

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Bonsaii Paper Shredder 6-Sheet Cross Cut Shredder for Home Office Use

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Bonsaii 12 Sheet Cross Cut Paper Shredder with 5.4 Gallons Wastebasket Home Office Use
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Adrinfly Paper Shredder Heavy Duty Micro Cut Low W Use Office Equipment Manufacture

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Extra savings available

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3+ day shipping

2-day shipping



\$2,184.07
AbilityOne 7490015983990, SKILCRAFT 1225C Continuous-Duty Cross-Cut Shredder, 27 Manual Sheet Capacity
1-day shipping



Now \$39.99 ~~\$48.99~~
Bonsaii 8-Sheet Cross Cut Paper Shredder C277-C for Home Office Use
★★★★☆: 104
Extra savings available
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Best seller



Now \$26.99 ~~\$34.99~~
Bonsaii 6-Sheet Strip Cut Paper Shredder S123-A Light
★★★★☆: 54
Extra savings available
2-day shipping

About this item

Product details

Ideal for high-volume shredding, the 3105 cross-cut P-5 paper shredder, with an automatic oiler, is designed for 10-12 users. Continuous operation and high-quality, solid steel cutting heads minimize downtime while shredding paper, staples, paper clips, credit cards, and CD/DVDs. The large, 12" feed opening and hefty, impact-resistant, and easily removable 37-gallon bin make the 3105 perfect for large department or office needs. A high-quality, wooden, easy-open cabinet is mounted on casters for easy mobility. HIPAA and FACTA compliant and certified to shred Personal Identifiable Information (PII) and Controlled Unclassified Information (CUI), it's federally accepted to protect information and social security numbers against identity theft. The large but quiet 2 1/8 horsepower motor chews through 24-26 sheets of paper at once and up to 661 sheets per minute and requires a dedicated 20 amp line. A patented, electronically-controlled, transparent safety shield in the feed opening protects fingers and hands, and the patented Electronic Capacity Control (ECC) monitors and grades document feeding to prevent jams. German engineering and manufacturing ensure superior quality, providing many years of trouble-free operation. The 3105 paper shredder is covered by a lifetime warranty on cutting shafts and wheels, a 3-year limited warranty on all other parts, excluding wearables, and a 90-day limited warranty on labor or exchange at ideal's discretion. The 3105 paper shredder is delivered by truck and requires a loading dock for receipt.

- Easy switch with optical operational-status indicators
- Patented electronically controlled transparent safety shield protects fingers and hands
- Automatic standby that sleeps shredder after 30 minutes of inactivity
- Centralized office paper shredder designed for 10-12 users
- Shreds 24-26 sheets of paper at a time, and 661 sheets per minute
- Continuous run-time shredder for shredding paper, staples, paperclips, credit cards, and CD/DVDs
- Patented electronically controlled transparent safety shield protects fingers and hands
- A powerful, single phase, 2 1/8 horsepower motor operates at a quiet 55 decibels, or the volume of conversation
- Cross-cut P-5 security level is HIPAA and FACTA compliant, certified to shred Personal Identifiable Information (PII) and Controlled Unclassified Information (CUI), and federally accepted to protect information and social security numbers against identity theft
- The 37-gallon, impact-resistant plastic shred bin can function with or without disposable bags
- A wide 12" mouth opening makes document feeding simple
- Particle Size: .093 x .625
- The 3105 cross-cut P-5 w/oiler weighs 224.87 lbs, and measures 22" x 23" x 40"
- continuous
- 115v power supply and 20 amp dedicated for plug-and-shred setup
- Safety Protection System includes electronically-controlled patented safety shield protects fingers and hands, automatic stop when the cabinet is open, and integrated photo cell that automatically starts and stops shredding
- Easy Switch indicates operational status with optical indicators to provide easy operation, and Electronic Capacity Control (ECC) monitors and grades document-feeding to prevent jams
- Manual reverse, automatic reverse and stop when overfed, and automatic stop when bin is full prevents jams
- Green features include a Zero Energy Consumption sleep mode, lead-free soldering, construction from sustainably-sourced materials, and bagless operation
- Made in Germany with precision German engineering and manufacturing
- Automatic oiler regularly oils your centralized office paper shredder to ensure smoother, faster, and quieter shredding
- High-quality, sustainably-sourced wooden cabinet is durable to survive real office life, and casters provide easy mobility
- Limited lifetime warranty on cutting shafts and wheels

ⓘ We aim to show you accurate product information. Manufacturers, suppliers and others provide what you see here, and we have not verified it. [See our disclaimer](#)

Specifications

Condition

New

Manufacturer Part Number

IDEDSH0368HW

Model

IDEDSH0368HW

Brand

ideal.

[More details](#)

Warranty

Warranty information

Includes a limited lifetime warranty on cutting shafts and wheels, 3-year limited warranty on all other parts excluding wearables, and a 90-day limited warranty on labor or exchange at ideal's discretion

Please be aware that the warranty terms on items offered for sale by third party Marketplace sellers may differ from those displayed in this section (if any). To confirm warranty terms on an item offered for sale by a third party Marketplace seller, please use the...

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Warnings

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Now \$33.99 ~~\$49.99~~
Bonsall Paper Shredder 6-Sheet Cross Cut Shredder for Home Office Use
★★★★☆ 402
2-day shipping

☆☆☆☆ (0 reviews)

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Paper Shredder 18-Sheet Cross Cut Shredder with 79.3-Gallon Pull Out Basket, P-4 Security Level
3+ day shipping



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Dell 8-Sheet Paper Shredder Home Office Use Shredder, Mini Desktop Crosscut Shredder with 0.7 Gallon Bin Shred Credit Card/Mail/Staple/Clip, P-4 Security Paper Cutter, White
★★★★☆ 10
2-day shipping



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3+ day shipping



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Bonsall 8-Sheet Cross Cut Paper Shredder C277-C for Home Office Use
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Bonsall Paper Shredder 6-Sheet Cross Cut Shredder for Home Office Use
★★★★☆ 402
2-day shipping



\$202.85
TRU RED 24-Sheet Cross-Cut Commercial Shredder (TR-BXC243A)
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INVOICE

TH
4.24

Office of the State Auditor

1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

Lewis County Economic Development Authority
104 Center Avenue
Weston, WV 26452

Invoice Date 03/27/2024
Invoice Number 23861
Project Number 19114

Fiscal Year: 2022
Audit Type: Financial Audit

Total Contract Amount \$6,650.00
Total Invoice Amount \$6,650.00
Total Payments Received \$0.00
Total Amount Due \$6,650.00
Invoice Due Date 4/26/2024

Completed
[Signature]

Make Check Payable to: WV State Auditor

For Online Payments:

Mail To:
WV State Auditor
Attn: Chief Inspector Division
1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

Go To:
<https://www.wvsao.gov/ChiefInspector/Default>
Or Call:
304-558-2261 Ext. 8663



INVOICE

Office of the State Auditor

1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

Lewis County Economic Development Authority
104 Center Avenue
Weston, WV 26452

Invoice Date 03/27/2024
Invoice Number 23862
Project Number 20230

Fiscal Year: 2023
Audit Type: Financial Audit

Total Contract Amount	\$6,730.00
Total Invoice Amount	\$6,730.00
Total Payments Received	\$0.00
Total Amount Due	\$6,730.00
Invoice Due Date	4/26/2024

*Completed
Ryfr*

Make Check Payable to: WV State Auditor

For Online Payments:

Mail To:

WV State Auditor
Attn: Chief Inspector Division
1900 Kanawha Boulevard East
Building 1, Room W-100
Charleston, WV 25305

Go To:

<https://www.wvsao.gov/ChiefInspector/Default>

Or Call:

304-558-2261 Ext. 8663

Right of Entry Agreement

This is an AGREEMENT made effective as of 04/15/24, 2024 by and between:

Lewis County Commission
110 Center Avenue, 2nd Floor
Weston, West Virginia 26452

hereinafter referred to as "LCC" and:

John Jordan

hereinafter called "OWNER" for permission to access OWNER's property located at:

**204 Main Avenue
Weston, West Virginia
Parcel ID: 21-09-0009-0173-0000**

hereinafter called "SITE" to complete an investigation on behalf of the LCC.

The LCC has engaged the services of Civil and Environmental Consultants to conduct Phase I and Phase II Environmental Site Assessments of properties that have the potential to contribute to the economic revitalization of the county. The OWNER hereby grants the LCC, its agents, assigns, employees, and/or contractors the right and permission to enter upon the hereinbefore described real estate for the purpose of conducting site assessment activities described hereinafter in Paragraph 2.

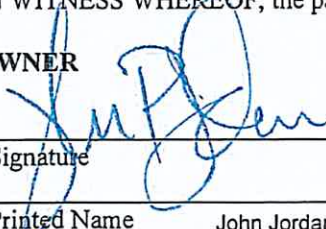
The OWNER grants the aforesaid rights and permission unto the LCC to the following terms and conditions:

1. Site assessment activities to be performed on the aforesaid real estate may consist of the following:
 - a. Phase I Environmental Site Assessment activities, including, walking the property; touring structures on the property, if safe to do so; taking photographs of the property and structures, records review, if available; and interviewing past and present owners, operators, and occupants of the property.
 - b. Phase II Environmental Site Assessment activities, including, disturbance to the ground surface, vegetation, or other features of the SITE for purposes of collecting surface water, groundwater, surface soil, subsurface soil, air, and other samples. The LCC will take reasonable precautions to limit disturbance to the SITE, but it is understood by the OWNER that repairs to the SITE from disturbance will be limited to those specified. State Utility Notification Services will be utilized to determine the location and schedule of the proposed intrusive investigation activities. However, the OWNER is responsible for accurately identifying all of the SITE's subterranean structures and utility locations in the area of the intrusive investigation activities and approving the proposed locations of borings and other excavations to be completed during the investigation. Use of the SITE shall include the parking of vehicles and equipment; excavation of test pits; installation of groundwater monitoring wells; extraction of samples from surface and subsurface soils, surface water, groundwater, air, and elsewhere; storage of samples; and other activities necessary to complete the site assessment.
2. The consent and permission to enter and perform said site assessment activities upon aforesaid real estate is herein voluntarily granted by the party of the first part.

3. The term of this agreement shall be for the length of time necessary for the LCC to complete the proposed site assessment and monitoring activities.
4. The undersigned represents that he/she is authorized to sign this document on behalf of all owners of the Property and to consent to the entry provided herein.
5. The undersigned agrees that he/she will notify EPA, by contacting the individual identified below, if during the term of consent for entry the Property is sold or otherwise transferred.
6. As a property owner, you may be able to avail yourself of certain liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Please consult a lawyer if you feel this may be applicable.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

OWNER

Signature		Date	4/19/24	04/09/24
Printed Name	John Jordan			
Title	Operations manager			
Address	71 Asylum drive			
Phone	3042695070			
Email	jjordan@talawv.com			

Lewis County Commission

Signature	Date
Printed Name	
Title	
Address	
Phone	
Email	